

Kane Moon (SBN 249834)
 kmoon@moonlawgroup.com
 H. Scott Leviant (SBN 200834)
 hsleviant@moonlawgroup.com
 Mariam Ghazaryan (SBN 341119)
 mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff VICTORIA WILSON

FILED
 Superior Court of California
 County of Los Angeles
10/26/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: P. Herrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

VICTORIA WILSON, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

I.K. HOFMANN USA, INC., et al.,

Defendants.

Case No.: 21STCV24628

[Assigned for all purposes to: Hon. Elihu M Berle,
 Dept. 6]

CLASS ACTION

~~[AMENDED PROPOSED]~~ JUDGMENT
 FOLLOWING ORDER GRANTING FINAL
 APPROVAL OF CLASS AND
 REPRESENTATIVE ACTION
 SETTLEMENT

Date: October 24, 2023
 Time: 11:00 a.m.
 Courtroom: Dept. SSC-6
 Judge: Hon. Elihu M Berle

Action Filed: July 2, 2021
 Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff filed a motion for final approval of a class and representative action settlement of the
3 claims asserted against Defendants in this action. Following the October 24, 2023 hearing, the Court
4 issued an Order granting Plaintiff's motion for final approval of a proposed class and representative
5 action settlement ("Final Approval Order"). The settlement is memorialized in the JOINT
6 STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT (the "Agreement;"
7 the terms embodied therein are the "Settlement") *see* Declaration of H. Scott Leviant In Support of
8 Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."],
9 at Exh. 1).

10 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
11 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
12 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

13
14 **JUDGMENT**

15 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
16 entered whereby the Plaintiff, all Class Members, and all PAGA Employees shall take nothing from
17 Defendants, except as expressly set forth in the Final Approval Order and the Settlement.

18 The following persons are certified as Class Members solely for the purpose of approving the
19 Settlement in this matter and entering Judgment:

20 "Class" or "Class Member(s)" means all Lufthansa Class Members and I.K.
21 Hofmann Class Members. "Lufthansa Class Members" means all individuals who are
22 currently employed or were formerly employed by Defendant Lufthansa Cargo
23 Aktiengesellschaft in California as hourly non-exempt employees at any time during the
24 Class Period. "I.K. Hofmann Class Members" means all individuals who are currently
25 employed or were formerly employed by Defendant I.K. Hofmann USA, Inc. in
26 California as hourly non-exempt employees and assigned to perform services for
27 Lufthansa Cargo Aktiengesellschaft at any time during the Class Period. "Class Period"
28 means the period from July 2, 2017, through January 15, 2023. (Settlement, ¶ II.3, 4, 5,
8.) "Participating Class Members" are those Class Members who do not submit timely
exclusion requests to the Settlement Administrator. (Settlement, ¶ II.34.)

26 No Class Members timely requested exclusion from the Class. All Class Members are Participating
27 Class Members and remain bound by the Final Approval Order and Judgment in the Action.

28 The "PAGA Employees" impacted by the proposed settlement of PAGA claims are:

1 “PAGA Employees” means all non-exempt hourly employees who worked in
2 California for Defendants from July 26, 2020, through January 15, 2023. (Settlement, ¶
II.28.)

3 No Class Members who worked during the PAGA Period have the right to exclude themselves from the
4 Settlement with respect to resolution of the PAGA Claims.

5 Once Defendants fully fund the Settlement by paying all amounts due under the Settlement, the
6 Class Representative, the Class and each Class Member who has not submitted a valid and timely request
7 for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether
8 they have requested exclusion from the Settlement of Class claims, will release claims as follows:

9 Upon the Effective Date, and after the settlement has been fully funded, Plaintiff and
10 the PAGA Employees will be deemed to have fully released and discharged all
Released Parties of and from all of the PAGA Released Claims.

11 Upon the Effective Date, and after the settlement has been fully funded, Plaintiff and
12 Participating Class Members will be deemed to have fully released and discharged all
Released Parties of and from all of the Class Released Claims.

13 “Class Released Claims” means any and all claims, rights, demands, liabilities, and
14 causes of action based on the same set of operative facts as those set forth in the
operative Complaint, including but not limited to claims based on the following
15 categories of allegations: all claims under state, federal or local law, whether statutory,
common law or administrative law, arising out of or related to allegations set forth in
16 the operative Complaint, claims for failure to pay all minimum wages, failure to pay
overtime wages, failure to pay overtime wages at the regular rate of pay, failure to
17 provide meal periods, failure to provide rest periods, failure to furnish accurate wage
statements, failure to pay all wages earned, failure to maintain required records, failure
18 to pay earned wages upon termination or discharge, failure to pay paid sick leave,
failure to reimburse business expenses, unfair competition, including, but not limited to,
19 claims for injunctive relief, punitive damages, liquidated damages, penalties of any
nature, interest, fees, including fees under California Code of Civil Procedure section
20 1021.5; costs; and all other claims and allegations, whether known or unknown, that
were made or could have been made in the Action based on the facts and allegations
21 pled in the operative Complaint, from July 2, 2017, through January 15, 2023.

22 “PAGA Released Claims” means all claims, demands, rights, liabilities and causes of
action under California Labor Code Private Attorneys General Act of 2004 (Labor
23 Code section 2698 et seq.) alleged in the letter to the Labor & Workforce Development
Agency dated July 26, 2021 (i.e, the PAGA Letter), based on the factual allegations in
24 the operative Complaint, that arose during the PAGA Period including but not limited
to the following claims for civil penalties: (a) failure to pay all overtime wages owed;
25 (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or
premium pay for non-compliant meal periods; (d) failure to authorize and permit rest
26 periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all
wages due upon separation of employment; (f) failure to issue accurate, itemized wage
27 statements based on the foregoing Labor Code violations, Labor Code §§ 201, 202, 203,
226(a), 226.7, 510, 512, 1194, 1197, 1197.1; 1198, 2800, and 2802, and the applicable
28 Wage Orders. The Parties agree that there is no statutory right for any PAGA Employee
to opt out or otherwise exclude himself or herself from the PAGA Payment and the

1 associated release of claims and rights under PAGA.

2 “Complaint” means the First Amended Class Action Complaint, or any subsequently
3 amended complaint filed thereafter in the Action.

4 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
5 Approval Order, according to the deadlines specified in the Agreement.

6 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
7 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
8 Class Members, and Defendants, for the purposes of:

9 (a) supervising the implementation, enforcement, construction, and interpretation of the
10 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
11 and the Judgment; and

12 (b) supervising distribution of amounts paid under this Settlement.

13
14 **IT IS SO ORDERED.**



Elihu M. Berle

15
16 Dated: 10/26/2023

Elihu M. Berle / Judge

Hon. Elihu M Berle
LOS ANGELES SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[AMENDED PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Chad D. Bernard
Buck N. Haddix
JACKSON LEWIS P.C.
725 South Figueroa Street Suite 2500
Los Angeles, CA 90017

Jason E. Barsanti
Brett C. Greving
COZEN O'CONNOR
501 West Broadway, Suite 1610
San Diego, CA 92101

Attorneys for Defendant I.K. HOFMANN
USA, INC.

Attorneys for Defendant LUFTHANSA
CARGO AKTIENGESELLSCHAFT

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **October 24, 2023** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature